

RESOLUTION NO. 2012-187

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING LEASE AGREEMENT FOR ASSESSOR
PARCEL NO. 015-160-16 BETWEEN WOODBRIDGE
IRRIGATION DISTRICT AND THE CITY OF LODI

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Lease Agreement for Assessor Parcel No. 015-160-16 between Woodbridge Irrigation District and the City of Lodi establishing the ground lease for the Surface Water Treatment Facility Raw Water Pump Station, as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the agreement.

Dated: November 21, 2012

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I hereby certify that Resolution No. 2012-187 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk

Recorded by, and when
recorded return to:

Woodbridge Irrigation District
18777 No. Lower Sacramento Rd.
Woodbridge, CA 95258



LEASE OF WOODBRIDGE IRRIGATION DISTRICT TO CITY OF LODI
OF A PARCEL FOR LODI'S WATER SYSTEM PUMPING PLANT

1. Woodbridge Irrigation District ("District") hereby leases to the City of Lodi ("City"), on the terms herein set forth, that property which is described on Exhibit A attached hereto and depicted on the plat map attached as Exhibit B, and which is hereinafter referred to as the Leased Property. The Leased Property is an 85-foot by 111-foot portion of the District's Assessor's Parcel No. 015-160-16, and is located south of the District's Canal. The Leased Property is shown as a portion of the District's Parcel 16 on the current San Joaquin County Assessor's Map No. 015-16 attached hereto as Exhibit C. The location of the Property is also indicated on the aerial map attached hereto as Exhibit D.
2. The Leased Property shall be used by City only for the installation, operation, maintenance and repair of a pump station and appurtenant facilities to pump water to City's new water treatment plant to the south, which water is delivered to City by the District from the District's Canal on the east side of Lower Sacramento Road (Main Street), and for no other purposes. The lease shall terminate if City ceases use of the parcel for such purposes for more than one year. This termination provision shall not be triggered if WID water is not available for delivery to the City. City shall not assign or transfer the lease or sublet any interest in the Leased Property to any other party without the express consent of the District.
3. The term of the lease shall be for the same term as the Agreement for Purchase of Water from the District by the City of Lodi entered into on May 13, 2003, and amended on January 17, 2008, which amendment extended the initial 40-year term of the Water Purchase Agreement to October 15, 2047. The January 17, 2008 amendment also included a provision for renewal of the Water Purchase Agreement for an additional forty (40) years, on the terms stated in the amendment. Provided that the City is in compliance with the requirements and conditions of this Lease, the term of this Lease may also be renewed for an additional forty (40) years, i.e., to October 15, 2087, on terms and conditions that are reasonable and equitable and concurrently with a renewal of the Water Purchase Agreement.
4. During the term of the Lease, the District will provide non-consumptive water to the Leased Property from the District's well for incidental uses in and around the City's

pumping station, including landscaping, washing down buildings and equipment. The District will install a waterline from its well to the northwest corner of the Leased Property, and City will extend the waterline from that connection point onto the Leased

Property, and on which the City will install and maintain a water meter at a location approved by the District together with a shutoff valve and a backflow prevention device. District will bill the City annually for the use of the water at a rate of \$2.50 per 1,000 gallons, which rate will be increased by five percent (5%) per year, commencing on January 1 of the year following which the pumping plant has been installed on the Leased Property for a full calendar year, and the rate shall thereafter be increased by five percent each January 1 thereafter above the amount payable during the preceding calendar year. City will pay for its metered water use annually, by January 31 for the prior calendar years use.

5. The District will also grant to City an easement in or over the District's adjoining Assessor's Parcel No. 015-160-16 in a mutually acceptable location for electric service to the Leased Property, provided that said easement shall not interfere with the District's existing or future use of the District's adjoining Parcel. The term of such easement shall be to October 15, 2047, and also renewable on the same terms as the Water Purchase Agreement.

6. In consideration of this Lease, City shall do the following:

a. Pay to the District the sum of One Thousand Dollars (\$1,000) annually, payable on the 10th day of January of each year during the term of the lease, commencing on January 10, 2013.

b. At such time as the District applies to the County of San Joaquin to make improvements to the District's adjoining Assessor's Parcel No. 015-160-16, City shall obtain the necessary permits for and construct in a good and workmanlike manner in compliance with the specifications of the County and to the reasonable satisfaction of the District, new curbing, gutters, storm drainage pipelines, drainage inverts and sidewalks along the south and west boundary of the District's Parcel No. 015-160-16 as shown on the Exhibit C map, i.e., from Main Street west along the north boundary of Carolina Street to Orange Street, thence north along the east side of Orange Street, and including a concrete driveway from Orange Street onto the west side of the District's said Parcel No. 015-160-16 in a location specified by the District. City's obligations to perform the work under this subparagraph will terminate if it is not possible (physically or as a result of county permitting requirements) to accommodate the resulting drainage within the Orange Street (WID Canal to East Carolina Street) and East Carolina Street (Orange Street to Lower Sacramento Road) rights of way.

c. City shall pay any taxes or assessments imposed or levied on the Leased Property.

7. City shall cause any boundary and parcel surveys to be made by a licensed surveyor which either party deems to be necessary or appropriate with respect to the boundaries of

the Leased Property. District does not guarantee or warrant its title to the Property herein leased to City.

8. Hazardous materials

a. City shall not use or allow any hazardous materials to be used upon the Leased Property excepting for such types and kinds and in such quantities as are commonly and customarily associated with the operation of a water pumping plant, but City shall not release or dispose of any such materials on, under or about the Leased Property.

b. The District's property, of which the Leased Property is a part, is bounded by the District's Woodbridge Canal, Lower Sacramento Road (Main Street), Carolina Street and Orange Street. It was acquired by the District in 1953 from the Woodbridge Protection District No. 1, and has been used since that time for the purpose of storing miscellaneous District equipment and for storing dirt materials taken from and used on and along the District's canals and patrol roadways.

c. District has made no investigation, inspection or testing of the soils on the leased premises and makes no representation to City as to the suitability of the soils to support City's planned development, and any such investigation or inspection shall be the sole responsibility of the City.

d. District represents to the City that to the best of the actual knowledge of District's Board of Directors and of the District's Manager, but without any independent investigation having been made by the District:

- No hazardous materials have been stored, treated, handled, processed, disposed of, discharged or released on, under or from the Leased Property, or transported therefrom for storage, treatment or disposal off-site; and that
- There are no underground storage tanks or pipelines on the Leased Property.

9. District shall have the right throughout the term of the Lease to enter upon the Leased Property to read the water meter and to have the same tested, and to inspect the City's operations and activities on the Leased Property upon reasonable prior notice.

10. City shall indemnify, hold harmless and defend District, its directors, officers, agents and employees from and against any and all claims, demands, causes of action, damages, costs, losses, liabilities or expenses for, but not limited to, injury or death of any person and damages to or destruction of property of any person, occurring on the Leased Property or arising out of or in any manner directly or indirectly connected with City's use or occupation of or construction on the Leased Property or any activities thereon, however caused, except where caused by the negligence or willful misconduct of the District or its directors, officers, employees or agents.

11. The waiver by the District of any covenant herein shall not vitiate the same or any other obligation or covenant contained herein.

WOODBIDGE IRRIGATION DISTRICT

Dated: _____, 2012

WILLIAM STOKES
President

ATTEST:

APPROVED **AS** TO FORM:

ANDERS CHRISTENSEN
District Secretary

DANIEL F. GALLERY
Attorney for Woodbridge Irrigation District

CITY OF LODI, a California municipal
corporation

Dated: _____, 2012

KONRADT BARTLAM
City Manager

ATTEST

APPROVED AS TO FORM:

RANDI JOHL, ~~City~~ Clerk

D. STEPHEN SCHWABAUER
City Attorney



11/2/12

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

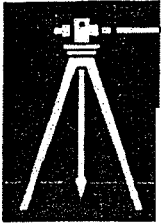
personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



BAUMBACH & PIAZZA, INC.

CIVIL ENGINEERS LAND SURVEYORS

www.bpengineers.net

323 W. Elm Street
Lodi, CA 95240-2003
Phone (209) 368-6618
Fax (209) 368-6610

Property Legal Descriptions for an *of Leased*
~~Easement~~ for the City of Lodi
Water Pumping Plant

An easement comprised of the following two parcels:

Parcel 1:

The south 91.00 feet of the east 85.50 feet of the following described tract of land:

All that portion of Block twenty-one (21), in THOMAS ADDITION TO THE TOWN OF WOODBRIDGE, filed for record June 27, 1878, in Volume 2 of Maps and Plats, page 61, San Joaquin County Records, lying and being South of that certain canal running through said Block 21, known and called the Woodbridge Canal.

Parcel 2:

The east 85.50 feet of the following described tract of land:

All that portion of the north twenty (20) feet (measured at right angles) of Carolina Street (100 feet wide) lying between the east right of way line of Orange Street (100 feet wide) and the west right of way line of Main Street (100 feet wide), as said Carolina Street is shown upon the map or plat entitled THOMAS ADDITION TO THE TOWN OF WOODBRIDGE, filed for record June 27, 1878, in Book of Official Maps and Plats, Volume 2, page 61, San Joaquin County Records.

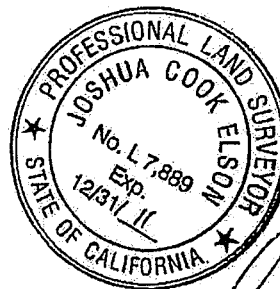
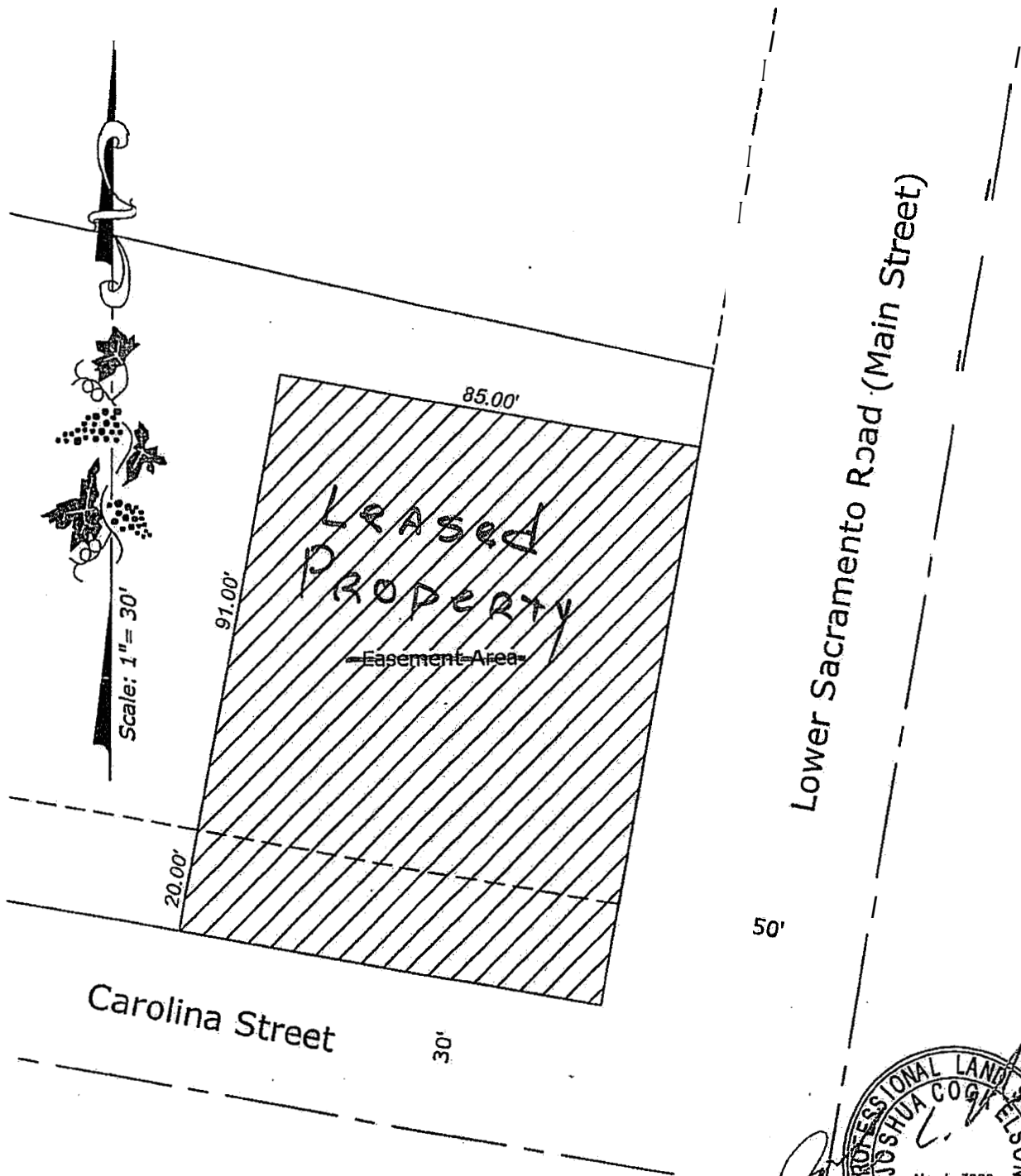


EXHIBIT A

Water Pumping Plant

Easement Plat

prepared for: City of Lodi



Lower Sacramento Road (Main Street)

Carolina Street

30'

50'

EXHIBIT B

PREPARED IN THE OFFICE OF:

BAUMBACH & PIAZZA, INC.

CIVIL ENGINEERS • SURVEYORS

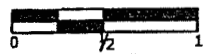
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209.368.6618

323 W. Elm St.
Lodi, CA 95240



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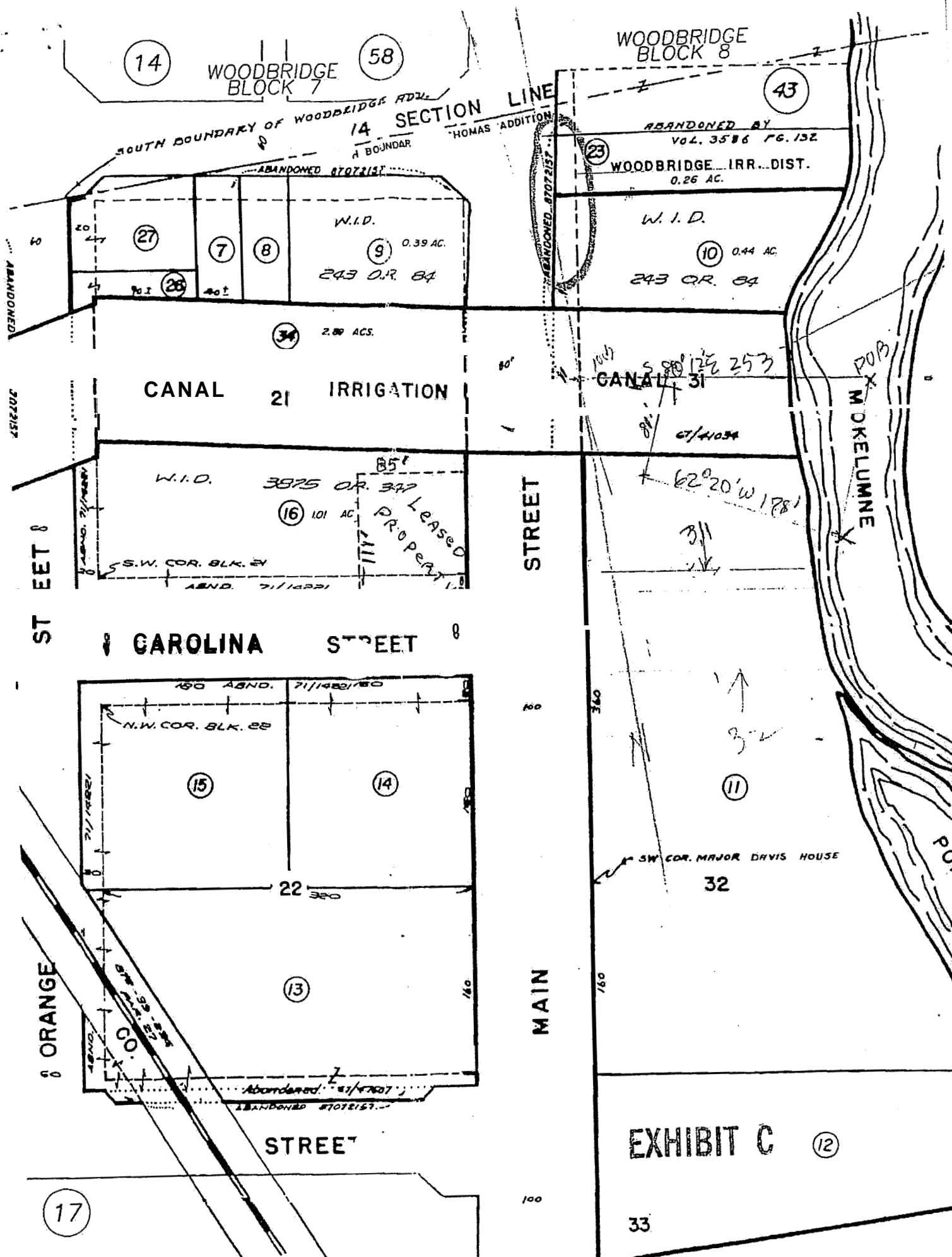
CAUTION!!



DO NOT SCALE THIS
DRAWING IF BAR DOES
NOT MEASURE 1 INCH



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Google maps

To see **all the** details that are visible on the screen, use the **"Print"** link next to the map.



EXHIBIT D